

The Honorable Robert S. Lasnik

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

IN RE IMPINJ, INC. SECURITIES
LITIGATION

No. 3:18-cv-05704-RSL

CLASS ACTION

**ORDER PRELIMINARILY APPROVING
SETTLEMENT AND AUTHORIZING
DISSEMINATION
OF NOTICE OF SETTLEMENT**

ORDER PRELIMINARILY APPROVING
SETTLEMENT
(3:18-cv-05704-RSL)

BYRNES KELLER CROMWELL LLP
1000 Second Avenue, 38th Floor
Seattle, Washington 98104
Telephone: (206) 622-2000

1 WHEREAS, a consolidated securities action is pending in this Court entitled *In re Impinj, Inc.*
 2 *Securities Litigation*, No. 3:18-cv-05704-RSL (W.D. Wash.) (the “Action” or “Federal Action”) and
 3 a related class action complaint is pending in New York State Supreme Court entitled *Plymouth*
 4 *County Retirement System v. Impinj, Inc. et al.*, Index No. 650629/2019 (N.Y. Supreme Ct. N.Y.
 5 County) (the “New York Action” and, with the Federal Action, the “Actions”);

6 WHEREAS, (a) Lead Plaintiff Employees’ Retirement System of the City of Baton Rouge
 7 and Parish of East Baton Rouge (“Lead Plaintiff” or “Federal Plaintiff”), and plaintiff in the New
 8 York Action, Plymouth County Retirement System (“New York Action Plaintiff” and, together with
 9 Lead Plaintiff, “Plaintiffs”), on behalf of themselves and the Settlement Class; and (b) defendant
 10 Impinj, Inc. (“Impinj” or the “Company”) and defendants Chris Diorio, Evan Fein, and Eric
 11 Brodersen (the “Individual Defendants” and, with Impinj, “Defendants”), have determined to settle
 12 all claims asserted against Defendants in the Actions with prejudice on the terms and conditions set
 13 forth in the Stipulation and Agreement of Settlement dated July 9, 2020 (the “Stipulation”), subject
 14 to the approval of this Court (the “Settlement”);

15 WHEREAS, Lead Plaintiff has made a motion, pursuant to Rule 23(e)(1) of the Federal Rules
 16 of Civil Procedure, for an order preliminarily approving the Settlement in accordance with the
 17 Stipulation and allowing notice to Settlement Class Members as more fully described herein;

18 WHEREAS, the Court has read and considered: (a) Lead Plaintiff’s motion for preliminary
 19 approval of the Settlement and authorization to send notice of the Settlement to the Settlement Class,
 20 and the papers filed and arguments made in connection therewith; and (b) the Stipulation and the
 21 exhibits attached thereto; and

22 WHEREAS, unless otherwise defined in this Order, the capitalized terms herein shall have
 23 the same meanings as they have in the Stipulation;

24 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

25 1. **Proposed Class Certification for Settlement Purposes** – The Parties have proposed
 26 the certification of the following Settlement Class pursuant to Rules 23(a) and (b)(3) of the Federal
 27 Rules of Civil Procedure and solely for purposes of effectuating the proposed Settlement: all persons

1 and entities (including, without limitation, their beneficiaries) who purchased or otherwise acquired
 2 the publicly traded common stock of Impinj, Inc. (“Impinj” or the “Company”) during the period of
 3 July 21, 2016 through February 15, 2018, inclusive (the “Class Period”), and were damaged thereby.
 4 The Settlement Class includes those persons and entities who purchased or otherwise acquired their
 5 Impinj common stock in, pursuant to, or traceable to the Company’s July 21, 2016 initial public
 6 offering or December 2, 2016 secondary public offering during the Class Period and were damaged
 7 thereby. Excluded from the Settlement Class are (i) Defendants; (ii) members of the Immediate
 8 Families of the Individual Defendants; (iii) any person who is or was an Officer or director of Impinj
 9 who served in such capacities during the Class Period; (iv) the defendants in the New York Action;
 10 (v) Defendants’ liability insurance carriers; (vi) any affiliates, parents, or subsidiaries of Impinj;
 11 (vii) all Impinj employee plans that are covered by ERISA; (viii) any entity which Defendants or
 12 other excluded persons controlled or in which they have a controlling interest, provided however, that
 13 any Investment Vehicle (as defined in the Stipulation) shall not be excluded by definition; and (ix) the
 14 legal representatives, agents, affiliates, heirs, successors or assigns of any such excluded person or
 15 entity, in their capacity such. Also excluded from the Settlement Class are any persons and entities
 16 who or which exclude themselves by submitting a request for exclusion that is accepted by the Court

17 2. **Class Findings** – The Court finds, pursuant to Rule 23(e)(1)(B)(ii) of the Federal
 18 Rules of Civil Procedure, that it will likely be able to certify the Settlement Class for purposes of the
 19 proposed Settlement. Specifically, the Court finds that each element required for certification of the
 20 Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure has been met or will
 21 likely be met: (a) the members of the Settlement Class are so numerous that their joinder in the
 22 Action would be impracticable; (b) there are questions of law and fact common to the Settlement
 23 Class which predominate over any individual questions; (c) the claims of Plaintiffs in the Action are
 24 typical of the claims of the Settlement Class; (d) Plaintiffs and Lead Counsel have and will fairly and
 25 adequately represent and protect the interests of the Settlement Class; and (e) a class action is superior
 26 to other available methods for the fair and efficient adjudication of the Action.

3. The Court also finds, pursuant to Rule 23(e)(1)(B)(ii) of the Federal Rules of Civil Procedure, that it will likely be able to certify Plaintiffs as Class Representatives for the Settlement Class and appoint Lead Counsel as Class Counsel for the Settlement Class pursuant to Rule 23(g) of the Federal Rules of Civil Procedure.

4. **Preliminary Approval of the Settlement** – The Court hereby preliminarily approves the Settlement, as embodied in the Stipulation, and finds, pursuant to Rule 23(e)(1)(B)(i) of the Federal Rules of Civil Procedure, that it will likely be able to finally approve the Settlement under Rule 23(e)(2) as being fair, reasonable, and adequate to the Settlement Class, subject to further consideration at the Settlement Hearing to be conducted as described below.

5. **Settlement Hearing** – The Court will hold a settlement hearing (the “Settlement Hearing”) on November 19, 2020, at 1:30 p.m. either in person at Courtroom 15106, United States Courthouse 700 Stewart Street, Seattle, WA 98101, or by telephone or videoconference (in the discretion of the Court), for the following purposes: (a) to determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Settlement Class, and should be finally approved by the Court; (b) to determine whether, for purposes of the Settlement only, the Action should be certified as a class action on behalf of the Settlement Class, Plaintiffs should be certified as Class Representative for the Settlement Class, and Lead Counsel should be appointed as Class Counsel for the Settlement Class; (c) to determine whether a Judgment substantially in the form attached as Exhibit B to the Stipulation should be entered dismissing the Action with prejudice against Defendants; (d) to determine whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and reasonable and should be approved; (e) to determine whether Lead Counsel’s motion for attorneys’ fees and litigation expenses should be approved; and (f) to consider any other matters that may properly be brought before the Court in connection with the Settlement. Notice of the Settlement and the Settlement Hearing shall be given to Settlement Class Members as set forth in paragraph 7 of this Order.

6. The Court may adjourn the Settlement Hearing without further notice to the Settlement Class, and may approve the proposed Settlement with such modifications as the Parties may agree to,

1 if appropriate, without further notice to the Settlement Class. The Court may decide to hold the
 2 Settlement Hearing by telephone or video conference without further mailed notice to the Settlement
 3 Class. If the Court orders that the Settlement Hearing be conducted telephonically or by video
 4 conference, that decision will be posted on a website to be developed for the Settlement as referenced
 5 in paragraph 7(c) of this Order. Any Settlement Class Member (or his, her, or its counsel) who wishes
 6 to appear at the Settlement Hearing should consult the Court's docket and/or the settlement website
 7 for any change in date, time, or format of the hearing.

8 7. **Retention of Claims Administrator and Manner of Giving Notice** – Lead Counsel
 9 is hereby authorized to retain A.B. Data, Ltd. (the "Claims Administrator") to supervise and
 10 administer the notice procedure in connection with the proposed Settlement as well as the processing
 11 of Claims as more fully set forth below. Notice of the Settlement and the Settlement Hearing shall
 12 be given by Lead Counsel as follows:

13 (a) not later than five (5) business days after the date of entry of this Order,
 14 Impinj shall, at no cost to the Settlement Fund, Lead Counsel, or the Claims Administrator,
 15 provide or cause to be provided to the Claims Administrator in electronic format a list
 16 consisting of names and mailing addresses and email addresses, if available, of the purchasers
 17 or holders of the Impinj common stock during the Class Period;

18 (b) beginning not later than fifteen (15) business days after the date of
 19 entry of this Order (the "Notice Date"), the Claims Administrator shall cause a copy of the
 20 Notice and the Claim Form, substantially in the forms filed with the Court at Dkt. # 91-1 at
 21 16-49 but as modified to conform to the procedures set forth in this Order (collectively, the
 22 "Notice Packet"), to be mailed by first-class mail and emailed to potential Settlement Class
 23 Members at the addresses set forth in the records provided by Impinj or in the records which
 24 Impinj caused to be provided, or who otherwise may be identified through further reasonable
 25 effort;

26 (c) contemporaneously with the mailing and/or emailing of the Notice
 27 Packet, the Claims Administrator shall cause copies of the Notice and Claim Form to be

1 posted on a website to be developed for the Settlement, from which copies of the Notice and
2 Claim Form can be downloaded;

3 (d) not later than ten (10) business days after the Notice Date, the Claims
4 Administrator shall cause the Summary Notice, substantially in the form filed with the Court
5 at Dkt. # 91-1 at 51-53 but as modified to conform to the procedures set forth in this Order,
6 to be published once in *The Wall Street Journal* and to be transmitted once over the *PR*
7 *Newswire*; and

8 (e) not later than sixty (60) calendar days after the date of entry of this
9 Order, Lead Counsel shall serve on Defendants' Counsel and file with the Court proof, by
10 affidavit or declaration, of such mailing and publication.

11 8. **Approval of Form and Content of Notice** – The Court (a) approves, as to form and
12 content, the Notice, the Claim Form, and the Summary Notice, filed with the Court at Dkt. # 91-1 at
13 16-49 and Dkt. # 91-1 at 51-53 as modified to conform to the procedures set forth in this Order and
14 (b) finds that the mailing and distribution of the Notice and Claim Form and the publication of the
15 Summary Notice in the manner and form set forth in paragraph 7 of this Order (i) is the best notice
16 practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the
17 circumstances, to apprise Settlement Class Members of the pendency of the Action, of the effect of
18 the proposed Settlement (including the Releases to be provided thereunder), of Lead Counsel's
19 motion for attorneys' fees and Litigation Expenses, of their right to object to the Settlement, the Plan
20 of Allocation, and/or Lead Counsel's motion for attorneys' fees and Litigation Expenses, of their
21 right to exclude themselves from the Settlement Class, and of their right to appear at the Settlement
22 Hearing; (iii) constitutes due, adequate, and sufficient notice to all persons and entities entitled to
23 receive notice of the proposed Settlement; and (iv) satisfies the requirements of Rule 23 of the Federal
24 Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the
25 Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended, and all other
26 applicable law and rules. The date and time of the Settlement Hearing shall be included in the Notice
27 and Summary Notice before they are mailed and published, respectively.

1 9. **Nominee Procedures** – Brokers and other nominees who purchased or otherwise
 2 acquired publicly traded Impinj common stock during the Class Period for the benefit of another
 3 person or entity shall: (a) within seven (7) calendar days of receipt of the Notice, request from the
 4 Claims Administrator sufficient copies of the Notice Packet to forward to all such beneficial owners
 5 and, within seven (7) calendar days of receipt of those Notice Packets, forward them to all such
 6 beneficial owners; or (b) within seven (7) calendar days of receipt of the Notice, send a list of the
 7 names, mailing addresses, and, if available, email addresses, of all such beneficial owners to the
 8 Claims Administrator in which event the Claims Administrator shall promptly mail and email the
 9 Notice Packet to such beneficial owners. Upon full compliance with this Order, such nominees may
 10 seek reimbursement of their reasonable expenses actually incurred in complying with this Order by
 11 providing the Claims Administrator with proper documentation supporting the expenses for which
 12 reimbursement is sought. Such properly documented expenses incurred by nominees in compliance
 13 with the terms of this Order shall be paid from the Settlement Fund, with any disputes as to the
 14 reasonableness or documentation of expenses incurred subject to review by the Court.

15 10. **CAFA Notice** – As provided in the Stipulation, Defendants shall serve the notice
 16 required under the Class Action Fairness Act, 28 U.S.C. § 1715 *et seq.* (“CAFA”) no later than ten
 17 (10) calendar days following the filing of the Stipulation with the Court. Defendants are solely
 18 responsible for the costs of the CAFA notice and administering the CAFA notice. No later than seven
 19 (7) calendar days before the Settlement Hearing, Defendants shall cause to be served on Lead Counsel
 20 and filed with the Court proof, by affidavit or declaration, regarding compliance with 28 U.S.C.
 21 § 1715(b).

22 11. **Participation in the Settlement** – Settlement Class Members who wish to participate
 23 in the Settlement and to be eligible to receive a distribution from the Net Settlement Fund must
 24 complete and submit a Claim Form in accordance with the instructions contained therein. Unless the
 25 Court orders otherwise, all Claim Forms must be postmarked no later than one hundred (10) calendar
 26 days after the Notice Date. Notwithstanding the foregoing, Lead Counsel may, at its discretion,
 27 accept for processing late Claims provided such acceptance does not delay the distribution of the Net

1 Settlement Fund to the Settlement Class. By submitting a Claim, a person or entity shall be deemed
 2 to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim and the subject
 3 matter of the Settlement.

4 12. Each Claim Form submitted must satisfy the following conditions: (a) it must be
 5 properly completed, signed, and submitted in a timely manner in accordance with the provisions of
 6 the preceding paragraph; (b) it must be accompanied by adequate supporting documentation for the
 7 transactions and holdings reported therein, in the form of broker confirmation slips, broker account
 8 statements, an authorized statement from the broker containing the transactional and holding
 9 information found in a broker confirmation slip or account statement, or such other documentation
 10 as is deemed adequate by Lead Counsel or the Claims Administrator; (c) if the person executing the
 11 Claim Form is acting in a representative capacity, a certification of his, her, or its current authority to
 12 act on behalf of the Settlement Class Member must be included in the Claim Form to the satisfaction
 13 of Lead Counsel or the Claims Administrator; and (d) the Claim Form must be complete and contain
 14 no material deletions or modifications of any of the printed matter contained therein and must be
 15 signed under penalty of perjury.

16 13. Any Settlement Class Member that does not timely and validly submit a Claim Form
 17 or whose Claim is not otherwise approved by the Court: (a) shall be deemed to have waived his, her,
 18 or its right to share in the Net Settlement Fund; (b) shall be forever barred from participating in any
 19 distributions therefrom; (c) shall be bound by the provisions of the Stipulation and the Settlement and
 20 all proceedings, determinations, orders, and judgments in the Action relating thereto, including,
 21 without limitation, the Judgment and the Releases provided for therein, whether favorable or
 22 unfavorable to the Settlement Class; and (d) will be barred from commencing, maintaining, or
 23 prosecuting any of the Released Plaintiffs' Claims against each and all of the Defendants' Releasees,
 24 as more fully described in the Stipulation and Notice. Notwithstanding the foregoing, late Claim
 25 Forms may be accepted for processing as set forth in paragraph 11 above.

26 14. **Exclusion From the Settlement Class** – Any member of the Settlement Class who
 27 wishes to exclude himself, herself, or itself from the Settlement Class must request exclusion in

1 writing within the time and in the manner set forth in the Notice, which shall provide that: (a) any
 2 such request for exclusion from the Settlement Class must be mailed or delivered such that it is
 3 received no later than twenty-one (21) calendar days prior to the Settlement Hearing, to: *Impinj*
 4 *Securities Litigation*, EXCLUSIONS, c/o A.B. Data, Ltd., P.O. Box. 173001, Milwaukee, WI 53217,
 5 and (b) each request for exclusion must (i) state the name, address, and telephone number of the
 6 person or entity requesting exclusion, and in the case of entities, the name and telephone number of
 7 the appropriate contact person; (ii) state that such person or entity “requests exclusion from the
 8 Settlement Class in *In re Impinj, Inc. Securities Litigation*, No. 3:18-cv-05704-RSL (W.D. Wash.)”;
 9 and (iii) be signed by the person or entity requesting exclusion or an authorized representative. A
 10 request for exclusion shall not be effective unless it provides all the required information and is
 11 received within the time stated above, or is otherwise accepted by the Court.

12 15. Any person or entity who or which timely and validly requests exclusion in
 13 compliance with the terms stated in this Order and is excluded from the Settlement Class shall not be
 14 a Settlement Class Member, shall not be bound by the terms of the Settlement or any orders or
 15 judgments in the Action, and shall not receive any payment out of the Net Settlement Fund.

16 16. Any Settlement Class Member who or which does not timely and validly request
 17 exclusion from the Settlement Class in the manner stated in this Order: (a) shall be deemed to have
 18 waived his, her, or its right to be excluded from the Settlement Class; (b) shall be forever barred from
 19 requesting exclusion from the Settlement Class in this or any other proceeding; (c) shall be bound by
 20 the provisions of the Stipulation and Settlement and all proceedings, determinations, orders, and
 21 judgments in the Action, including, but not limited to, the Judgment and the Releases provided for
 22 therein, whether favorable or unfavorable to the Settlement Class; and (d) will be barred from
 23 commencing, maintaining, or prosecuting any of the Released Plaintiffs’ Claims against any of the
 24 Defendants’ Releasees, as more fully described in the Stipulation and Notice.

25 17. **Appearance and Objections at Settlement Hearing** – Any Settlement Class
 26 Member who or which does not request exclusion from the Settlement Class may enter an appearance
 27 in the Action, at his, her, or its own expense, individually or through counsel of his, her, or its own

choice, by filing with the Clerk of Court, such that it is received no later than twenty-one (21) calendar days prior to the Settlement Hearing, or as the Court may otherwise direct. Any Settlement Class Member who does not enter an appearance will be represented by Lead Counsel.

18. Any Settlement Class Member who or which does not request exclusion from the Settlement Class may file a written objection to the proposed Settlement, the proposed Plan of Allocation, and/or Lead Counsel's motion for attorneys' fees and Litigation Expenses and appear and show cause, if he, she, or it has any cause, why the proposed Settlement, the proposed Plan of Allocation, and/or Lead Counsel's motion for attorneys' fees and Litigation Expenses should not be approved; *provided, however*, that no Settlement Class Member shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, the proposed Plan of Allocation, and/or the motion for attorneys' fees and Litigation Expenses unless that person or entity has filed a written objection with the Court such that they are received no later than twenty-one (21) calendar days prior to the Settlement Hearing.

19. Any objections, filings, and other submissions by the objecting Settlement Class Member must: (a) identify the case name and docket number, *In re Impinj, Inc. Securities Litigation*, No. 3:18-cv-05704-RSL; (b) state the name, address, and telephone number of the person or entity objecting and must be signed by the objector; (c) state with specificity the grounds for the Settlement Class Member's objection, including any legal and evidentiary support the Settlement Class Member wishes to bring to the Court's attention and whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; and (d) include documents sufficient to prove membership in the Settlement Class, including documents showing the number of shares of publicly traded Impinj common stock that the objecting Settlement Class Member (i) owned as of the opening of trading on July 21, 2016 and (ii) purchased/acquired and/or sold during the Class Period. Objectors who enter an appearance and desire to present evidence at the Settlement Hearing in support of their objection must include in their written objection or notice of appearance the identity

1 of any witnesses they may call to testify and any exhibits they intend to introduce into evidence at
 2 the hearing. It is within the Court's discretion to allow appearances at the Settlement Hearing, either
 3 in person or by telephone or videoconference, with or without the filing of written objections.

4 20. Any Settlement Class Member who or which does not make his, her, or its objection
 5 in the manner provided herein shall be deemed to have waived his, her, or its right to object to any
 6 aspect of the proposed Settlement, the proposed Plan of Allocation, and Lead Counsel's motion for
 7 an award of attorneys' fees and Litigation Expenses and shall be forever barred and foreclosed from
 8 objecting to the fairness, reasonableness, or adequacy of the Settlement, the Plan of Allocation, or the
 9 requested attorneys' fees and Litigation Expenses, or from otherwise being heard concerning the
 10 Settlement, the Plan of Allocation, or the requested attorneys' fees and Litigation Expenses in this or
 11 any other proceeding.

12 21. **Stay and Temporary Injunction** – Until otherwise ordered by the Court, the Court
 13 stays all proceedings in the Action other than proceedings necessary to carry out or enforce the terms
 14 and conditions of the Stipulation. Pending final determination of whether the Settlement should be
 15 approved, the Court bars and enjoins Plaintiffs and all other members of the Settlement Class from
 16 commencing or prosecuting any and all of the Released Plaintiffs' Claims against each and all of the
 17 Defendants' Releasees.

18 22. **Settlement Administration Fees and Expenses** – All reasonable costs incurred in
 19 identifying Settlement Class Members and notifying them of the Settlement as well as in
 20 administering the Settlement shall be paid as set forth in the Stipulation without further order of the
 21 Court.

22 23. **Settlement Fund** – The contents of the Settlement Fund held by Citibank, N.A.
 23 (which the Court approves as the Escrow Agent) shall be deemed and considered to be *in custodia*
 24 *legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as they
 25 shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

26 24. **Taxes** – Lead Counsel is authorized and directed to prepare any tax returns and any
 27 other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund

any Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the provisions of the Stipulation.

25. **Termination of Settlement** – If the Settlement is terminated as provided in the Stipulation, the Settlement is not approved, or the Effective Date of the Settlement otherwise fails to occur, this Order shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation, and this Order shall be without prejudice to the rights of Plaintiffs, the other Settlement Class Members, and Defendants, and the Parties shall revert to their respective positions in the Action immediately prior to the execution of the Stipulation.

26. **Use of this Order** – Neither this Order, the Stipulation (whether or not consummated), including the exhibits thereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of the Stipulation, nor any proceedings taken pursuant to or in connection with the Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith): (a) shall be offered against any of the Defendants' Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendants' Releasees with respect to the truth of any fact alleged by Plaintiffs or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in the Actions or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Defendants' Releasees or in any way referred to for any other reason as against any of the Defendants' Releasees, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; (b) shall be offered against any of the Plaintiffs' Releasees, as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Plaintiffs' Releasees that any of their claims are without merit, that any of the Defendants' Releasees had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or

1 in any way referred to for any other reason as against any of the Plaintiffs' Releasees, in any
2 arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such
3 proceedings as may be necessary to effectuate the provisions of the Stipulation; or (c) shall be
4 construed against any of the Releasees as an admission, concession, or presumption that the
5 consideration to be given under the Settlement represents the amount which could be or would have
6 been recovered after trial; *provided, however*, that if the Stipulation is approved by the Court, the
7 Parties and the Releasees and their respective counsel may refer to it to effectuate the protections
8 from liability granted thereunder or otherwise to enforce the terms of the Settlement.

9 27. **Supporting Papers** – Lead Counsel shall file and serve the opening papers in support
10 of the proposed Settlement, the proposed Plan of Allocation, and Lead Counsel's motion for
11 attorneys' fees and Litigation Expenses no later than September 25, 2020; and reply papers, if any,
12 shall be filed and served no later than seven (7) calendar days prior to the Settlement Hearing.

13 Dated this 29th day of July, 2020.
14
15

16 

17 Robert S. Lasnik
18 United States District Judge
19
20
21
22
23
24
25
26
27